

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

| | | |
|------------------------------------|---|-------------------|
| CWI, INC., |) | |
| a Kentucky Corporation, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | CIVIL ACTION NO.: |
| |) | |
| The Website Operator Identified as |) | JURY DEMAND |
| CONTACT PRIVACY INC. |) | |
| CUSTOMER 0150884466, and |) | |
| DOES 1-10, |) | |
| |) | |
| Defendants. |) | |

**COMPLAINT FOR TRADEMARK INFRINGEMENT, UNFAIR COMPETITION, AND
VIOLATIONS OF THE ANTICYBERSQUATTING CONSUMER PROTECTION ACT**

Plaintiff, CWI, Inc. (hereinafter “Plaintiff”), brings this action against Internet website operator, Contact Privacy Inc. Customer 0150884466 (“Customer 0150884466”), and Does 1-10 (“Doe Defendants”) and alleges as follows:

NATURE OF THE ACTION

1. Plaintiff brings this action to protect one of its most valuable assets, the CAMPING WORLD trademark, from infringement by the as yet unknown owners and operators of an e-commerce website located at the URL www.campingworld.store. Customer 0150884466 and/or Doe Defendants registered the domain name campingworld.store on March 28, 2018 and commenced operation of an e-commerce website bearing the CAMPING WORLD trademark shortly thereafter. Despite numerous demands sent to Customer 0150884466, as well as the Registrar and Privacy Service for the infringing domain name (Tucows Inc. and Contact Privacy Inc.) and the host and facilitator of the e-commerce website (Shopify Inc.), Defendants continue to use the campingworld.store

domain name and the CAMPING WORLD trademark to sell camping and outdoor recreational goods, virtually all of which are offered by Plaintiff and its predecessors in interest under the CAMPING WORLD brand since at least 1968. Defendants' unauthorized use of Plaintiff's well-known CAMPING WORLD trademark in connection to its e-commerce website and online retail store is virtually certain to falsely lead consumers to believe that Defendants' website is operated by and/or affiliated with, endorsed or sponsored by Plaintiff. Plaintiff therefore seeks injunctive and monetary relief for acts of trademark infringement and unfair competition under the Lanham Act, Title 15, United States Code § 1051, et seq., cybersquatting under the Anti-Cybersquatting Consumer Protection Act, Title 15, United States Code §1125(d), and the statutes and common laws of the state of Illinois.

PARTIES

2. Plaintiff is a corporation duly organized and existing under the laws of the State of Kentucky with its principal place of business at 250 Parkway Drive, Suite 270, Lincolnshire, Illinois 60069.
3. Plaintiff is the owner of the well-established and well-known family of CAMPING WORLD design marks, service marks, and trademarks (hereinafter the "Family of CAMPING WORLD Marks") used throughout North America and elsewhere, in connection with a variety of products and services, including retail and online store services featuring recreational, motor home, and camper sales and related services, camping equipment and accessories, recreational vehicle parts, and recreational vehicle repair and maintenance services.

4. On information and belief, Customer 0150884466 is the Registrant of the domain name campingworld.store and is the operator of an e-commerce website bearing an infringing CAMPING WORLD mark, located at the URL www.campingworld.store.
5. On information and belief, Defendants, Does 1-10, are individuals and/or business entities who operate and/or assist in the operation of the e-commerce website bearing an infringing CAMPING WORLD mark, located at the URL www.campingworld.store.
6. Defendants conduct business throughout the United States, including within the State of Illinois and this Judicial District, through the operation of the fully interactive, commercial online marketplace located at the URL www.campingworld.store. Each Defendant targets the United States, including Illinois, and has offered to sell goods and services to consumers within the United States, including the State of Illinois, under one or more of the Family of CAMPING WORLD Marks, without permission or authorization by Plaintiff.
7. On information and belief, Defendants are an interrelated group of infringers working in active concert to knowingly and willfully deceive consumers by offering for sale and/or selling camping and outdoor recreational products under one or more of the Family of CAMPING WORLD Marks. The tactics used by Defendants to conceal their identities and the full scope of their infringing activity make it virtually impossible for Plaintiff to learn Defendants' true identities and the exact interworking of their infringing network. In the event that Plaintiff obtains additional, credible information regarding the identity or identities of Defendants, Plaintiff will take appropriate steps to amend the Complaint.

JURISDICTION AND VENUE

8. This is a civil action arising under the Lanham Act of the United States, 15 U.S.C. §1051, et seq., subject matter being conferred on this Court under 15 U.S.C. §1121, 28 U.S.C. §1332, 28 U.S.C. §§1338 (a) and (b), and 28 U.S.C. § 1367.
9. This Court has personal jurisdiction over Defendants because Defendants transact business within the Northern District of Illinois and have sufficient minimum contacts with the State of Illinois. Defendants purposefully availed themselves of the benefits of doing business in the United State and within Illinois by offering an interactive website that targets consumers throughout the United States and within Illinois, and by intentionally trading on the goodwill of Plaintiff, whose principal place of business is in this District. Defendants can thus reasonably anticipate being haled into court in Illinois.
10. Venue is proper in this District pursuant to 28 U.S.C. §§1391(b) and (c). Defendants market and offer their goods and services in interstate commerce and within the Northern District of Illinois, using the CAMPING WORLD trademark to do so.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

The Family of CAMPING WORLD Marks

11. Since its humble beginnings in 1966 when a young entrepreneur opened his first Camping World store in Bowling Green, Kentucky, the iconic CAMPING WORLD brand has become a household name. Camping World has grown from that single location in 1966 to becoming the largest retailer in the United States offering recreational vehicles, RV and camping accessories, and RV maintenance and repair services, operating over 140 locations in 36 states throughout the country as well as a corresponding robust and comprehensive e-commerce platform to facilitate the sale of its

goods and services. Indeed, from sponsoring NASCAR events¹ and proudly serving as an official partner of Major League Baseball² to sponsoring collegiate bowl games and having its well-known brand emblazoned on CAMPING WORLD STADIUM in Orlando, FL³, the well-known CAMPING WORLD brand is known as the nation's leading outdoor and camping retailer, offering an extensive assortment of recreational vehicles for sale, RV and camping gear, RV maintenance and repair, and the industry's broadest and deepest range of services, protection plans, products, and resources.

12. Plaintiff is the owner of well-established common law rights in and to the Family of CAMPING WORLD Marks and is the owner of several U.S. trademark registrations⁴ and pending applications including, but not limited to, the following:




| <i>Mark</i> | <i>Reg. No./ Ser. No</i> | <i>Goods/Services</i> |
|---------------|------------------------------|---|
| CAMPING WORLD | 4,536,313 | Rental of recreational vehicles, motor homes, campers, travel trailers and fifth wheel trailers; Maintenance and repair of recreational vehicles; installation, maintenance and repair of recreational vehicle equipment, recreational vehicle accessories and recreational vehicle supplies; Retail store services, mail order services, electronic and mail order catalog services, and computerized on-line ordering services, all in the field of recreational vehicles, recreational vehicle equipment, recreational vehicle accessories, recreational vehicle parts, recreational vehicle supplies, camping equipment, camping accessories and camping supplies |


¹ Since 2009, Camping World has been the title sponsor for the NASCAR Camping World Truck Series™ and serves as the Official RV and Outdoor Retailer of NASCAR®.



² Camping World Stadium in Orlando, Florida is also home to the “Camping World Kickoff” on Labor Day Weekend. The 2018 game will feature Alabama and Louisville, and the highly anticipated 2019 matchup sends Florida against Miami. Camping World also secured naming rights through 2019 to the Camping World Bowl, matching teams from the ACC and the Big 12 and played in late December at Camping World Stadium.


³ Camping World has recently formed a multi-year partnership with Major League Baseball, becoming the Official RV Dealer of Major League Baseball and the Official RV and Outdoor Supply Company of Major League Baseball.

⁴ Copies of the relevant Certificates of Registration issued by the United States Patent and Trademark Office along with copies of the USPTO records from the TSDR database for the pending applications are attached hereto as Exhibit A.

| <i>Mark</i> | <i>Reg. No./ Ser. No</i> | <i>Goods/Services</i> |
|---|------------------------------|---|
|  | 4,532,411 | Rental of recreational vehicles, motor homes, campers, travel trailers and fifth wheel trailers; Maintenance and repair of recreational vehicles; installation, maintenance and repair of recreational vehicle equipment, recreational vehicle accessories and recreational vehicle supplies; Retail store services, mail order services, electronic and mail order catalog services, and computerized on-line ordering services, all in the field of recreational vehicles, recreational vehicle equipment, recreational vehicle accessories, recreational vehicle parts, recreational vehicle supplies, camping equipment, camping accessories and camping supplies |
|  | 3,033,501 | Rental of recreational vehicles, motor homes, campers, travel trailers and fifth wheel trailers; Maintenance and repair of recreational vehicles; installation, maintenance and repair of recreational vehicle equipment, recreational vehicle accessories and recreational vehicle supplies; Retail store services, mail order services, electronic and mail order catalog services, and computerized on-line ordering services, all in the field of recreational vehicles, recreational vehicle equipment, recreational vehicle accessories, recreational vehicle parts, recreational vehicle supplies, camping equipment, camping accessories and camping supplies |
|  | 4,536,314 | Rental of recreational vehicles, motor homes, campers, travel trailers and fifth wheel trailers; Maintenance and repair of recreational vehicles; installation, maintenance and repair of recreational vehicle equipment, recreational vehicle accessories and recreational vehicle supplies; Retail store services, mail order services, electronic and mail order catalog services, and computerized on-line ordering services, all in the field of recreational vehicles, recreational vehicle equipment, recreational vehicle accessories, recreational vehicle parts, recreational vehicle supplies, camping equipment, camping accessories and camping supplies; Rental and recreational vehicles, motor homes, campers, travel trailers and fifth wheel trailers |

| <i>Mark</i> | <i>Reg. No./ Ser. No</i> | <i>Goods/Services</i> |
|---|------------------------------|---|
|  | 4,536,315 | Rental of recreational vehicles, motor homes, campers, travel trailers and fifth wheel trailers; Maintenance and repair of recreational vehicles; installation, maintenance and repair of recreational vehicle equipment, recreational vehicle accessories and recreational vehicle supplies; Retail store services, mail order services, electronic and mail order catalog services, and computerized on-line ordering services, all in the field of recreational vehicles, recreational vehicle equipment, recreational vehicle accessories, recreational vehicle parts, recreational vehicle supplies, camping equipment, camping accessories and camping supplies |
| CAMPING WORLD | 930,179 | retail and mail-order sale of camping equipment, recreational vehicles and supplies |
| CAMPING WORLD STADIUM | 87/015,023 | Goods made of metal, namely, non-luminous and non-mechanical metal signs; metal key chains; Jewelry; lapel pins; necklaces; bracelets; earrings; Paper and cardboard goods, namely, paper take-out boxes for food; printed materials, namely, postcards and event programs; photographs; calendars; posters; books related to a variety of entertainment and sporting events; magazines related to a variety of entertainment and sporting events; Goods made of leather and imitation leather, namely, handbags and key cases; bags, namely, shoulder bags; leather key chains; imitation leather key chains; umbrellas; Goods made of plastic, namely, plastic bags and boxes; plastic key chains; Kitchen utensils, namely, forks, knives, spoons and spatulas; containers for household use, being souvenirs goods; Drinkware, namely, drinking glasses; beverage glassware; cups; mugs; drinking glasses; coolers, namely, non-electric portable coolers; bottle openers; paper and cardboard trays, namely, serving trays; Clothing, namely, shirts; headgear, namely, hats and caps; footwear; Toys, namely, dolls; games, namely, board games and card games; sporting goods, namely, balls; baseballs; basketballs; footballs; golf balls; stuffed toy animals; Advertising services; promotion services; providing business meeting and |

| <i>Mark</i> | <i>Reg. No./ Ser. No</i> | <i>Goods/Services</i> |
|---|------------------------------|---|
| | | conference facilities; leasing of advertising space; providing statistical information relating to sporting and entertainment events; special event planning for business, commercial, promotional and advertising purposes; Entertainment services, namely, concerts; providing stadium facilities; providing facilities for sporting and entertainment purposes; arranging and conducting sporting and entertainment events, namely, sports competitions and concerts; special event planning services for social entertainment purposes; providing information related to sporting and entertainment events; rental of stadium facilities; Arena services, namely, providing general purpose facilities for business events, consumer shows, trade shows, artistic activities, community activities, entertainment events, public events, sporting events and tournaments, educational events, conventions and exhibitions; provision of food and drink; providing social meeting, banquet and social function facilities; catering services |
|  | 87/475,543 | Printed tickets to college football games and events; Athletic apparel, namely, hats and t-shirts; Entertainment services in the nature of college football games and exhibitions; arranging and conducting athletic competitions |
|  | 87/420,256 | Promoting sports competitions, concerts, and events of others; promoting exhibitions and tradeshow for business purposes; Providing stadium facilities for football games, soccer games, concerts, wrestling matches, and truck racing; providing facilities for sporting events and recreation activities; Providing banquet and social function facilities featuring food, beverage, souvenir, food concession, and lounge suit sitting; providing facilities for exhibitions and general purposes facilities for assembly and spectator events |

| <i>Mark</i> | <i>Reg. No./ Ser. No</i> | <i>Goods/Services</i> |
|---|------------------------------|--|
|  | 87/475,473 | Providing stadium facilities for football games, soccer games, concerts, wrestling matches, and truck racing; providing facilities for sporting events and recreation activities |

13. In addition to the Family of CAMPING WORLD Marks, Plaintiff is the owner of the domain name campingworld.com, among numerous other CAMPING WORLD formative domain names.
14. Plaintiff and its licensees, affiliates, related companies and predecessors in interest have used its Family of CAMPING WORLD Marks since at least as early as 1968 in connection with, among other things, retail and online store services featuring camping equipment, outdoor recreational equipment and accessories.
15. Plaintiff and its licensees, affiliates, related companies and predecessors in interest have invested millions of dollars in its Family of CAMPING WORLD Marks, which have come to represent the high quality of products and services that Plaintiff and its licensees, affiliates, and related companies offer. The Family of CAMPING WORLD Marks constitutes one of Plaintiff's most valuable assets.

Customer 0150884466 and Defendants' Infringing Acts

16. On information and belief, on March 28, 2018, Customer 0150884466 registered the domain name campingworld.store through the domain name registrar Tucows Inc. and used Contact Privacy Inc.'s services to mask its identity to the public in connection with the registration for the subject domain name.

17. On information and belief, Customer 0150884466 and/or the Doe Defendants own and operate an e-commerce website bearing the CAMPING WORLD trademark at the URL www.campingworld.store.
18. On or about April 3, 2018, Plaintiff became aware of an active e-commerce website featuring an online store offering outdoor, recreational, and camping related goods operating under the name CAMPING WORLD.
19. Upon information and belief, Defendants are using one or more of the Family of CAMPING WORLD Marks to capitalize upon the goodwill associated with Plaintiff's well-known trademarks in order to divert unknowing customers of Plaintiff to the infringing website.
20. All of the goods offered on the infringing website located at the URL www.campingworld.store are camping and/or outdoor recreation related products.
21. Defendants' infringing website is presented in English and all prices listed for the camping and/or outdoor recreation products are in U.S. Dollars.
22. Customer 0150884466 and the Doe Defendants are in no way affiliated with Plaintiff and have not received permission or authorization to use the campingworld.store domain and/or any of the Family of CAMPING WORLD Marks.
23. As a result of Defendants' operation of an active, e-commerce website selling camping and/or outdoor recreational goods to customers under one or more of the Family of CAMPING WORLD Marks, consumers are likely to be confused as to the source of the goods and services offered by Defendants and thus Plaintiff has suffered damage and irreparable harm to its reputation and goodwill.

COUNT I

Violations of Section 32(1) of the Lanham Act – Trademark Infringement

24. Plaintiff repeats and re-alleges the allegations of paragraphs 1 through 23 as if fully set forth herein.
25. This is a trademark infringement action based on Defendants' unauthorized use of one or more of the Family of CAMPING WORLD Marks.
26. Defendants' unauthorized use of one or more of the Family of CAMPING WORLD Marks in connection with the sale of camping and outdoor recreational products and services is likely to cause public confusion, mistake, or deception as to the origin of the Defendants' products, in violation of the Lanham Act, 15 U.S.C. §1114(1).
27. Plaintiff is the exclusive owner of the Family of CAMPING WORLD Marks and United States registrations for the Family of CAMPING WORLD Marks, listed in the above table, such registrations being valid and subsisting and thus having the full force and effect of the law.
28. Upon information and belief, Defendants' acts are deliberate and intended to confuse the public as to the source of Defendants' products, to injure Plaintiff, and/or to capitalize on Plaintiff's goodwill associated with the Family of CAMPING WORLD Marks.
29. Defendants' acts, as alleged herein, constitute willful trademark infringement as contemplated by the Lanham Act, 15 U.S.C. §1117.
30. Defendants' acts, as complained herein, have caused irreparable injury and damage to Plaintiff, and unless restrained, will continue to do so.
31. Plaintiff has no adequate remedy at law.

32. Plaintiff has suffered and continues to suffer damage to its reputation and goodwill and economic loss directly and proximately caused by Defendants' acts alleged herein.

COUNT II

Violation of Section 43(a) of the Lanham Act – Unfair Competition

33. Plaintiff repeats and re-alleges the allegations of paragraphs 1 through 32 as if fully set forth herein.

34. Defendants' unauthorized use of one or more of the Family of CAMPING WORLD Marks in connection with the sale of camping and outdoor recreational products and services is likely to confuse, mislead, or deceive customers, the public, and the trade as to the origin, sponsorship, or affiliation of Defendants' products and services, and is intended and likely to cause such parties to falsely believe that Defendants' website, and the products sold therein have been authorized, sponsored, approved, endorsed, or licensed by Plaintiff, or that Defendants are in some way affiliated with Plaintiff, which they are not.

35. Defendants' unauthorized use of one or more of the Family of CAMPING WORLD Marks in association with its active infringing website constitutes a false designation of origin, a false or misleading description of fact, or a false or misleading representation of fact, which is likely to cause confusion, mistake, or deception in violation of the Lanham Act, Section 43(a), 15 U.S.C. §1125(a).

36. Defendants' acts, as alleged herein, constitute willful trademark infringement as contemplated by the Lanham Act, 15 U.S.C. §1117.

37. Defendants' acts, as complained of herein, have caused irreparable injury and damage to Plaintiff, and, unless restrained, will continue to do so.

38. Plaintiff has no adequate remedy at law.

39. Plaintiff has suffered and continues to suffer damage to its reputation and goodwill and economic loss directly and proximately caused by Defendants' acts alleged herein.

COUNT III

Violation of Section 43(d) of the Lanham Act – Cybersquatting

40. Plaintiff repeats and re-alleges the allegations of paragraphs 1 through 39 as if fully set forth herein.

41. Upon information and belief, Defendants have a bad faith intent to profit from the registration and use of the Internet domain name campingworld.store by creating an erroneous association with Plaintiff's Family of CAMPING WORLD Marks in the minds of consumers.

42. Upon information and belief, Defendants have a bad faith intent to divert consumers from Plaintiff's website located at the URL www.campingworld.com to a site accessible under a domain name that could harm the goodwill represented by the mark for commercial gain by creating a likelihood of confusion as to the source, sponsorship, affiliation, or endorsement of Defendants' infringing website.

43. Defendants' acts, as complained of herein, have caused irreparable injury and damage to Plaintiff, and, unless restrained, will continue to do so.

44. Plaintiff has no adequate remedy at law.

45. Plaintiff has suffered and continues to suffer damage to its reputation and goodwill and economic loss directly and proximately caused by Defendants' acts alleged herein.

COUNT IV

Violation of Illinois Deceptive Trade Practices Act 815 ILCS 510/2

46. Plaintiff repeats and re-alleges the allegations of paragraphs 1 through 45 as if fully set forth herein.

47. Illinois Deceptive Trade Practices Act 815 ILCS 510/2 defines deceptive trade practices as:

- a. Passing off goods or services as those of another;
- b. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;
- c. Causing likelihood of confusion or of misunderstanding as to affiliation, connection, or association with or certification by another;
- d. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he or she does not have;
- e. Representing that goods or services are of a particular standard, quality, or grade or that goods are a particular style or model, if they are of another;
- f. Disparaging the goods, services, or business of another by false or misleading representation of fact;
- g. Advertising goods or services with intent not to sell them as advertised.

48. Plaintiff enjoys well established common law rights in and to the Family of CAMPING WORLD Marks in the state of Illinois, which is superior to any rights that Defendants may claim, and has built significant goodwill in same.
49. Plaintiff's Family of CAMPING WORLD Marks are inherently distinctive and/or have acquired distinctiveness.
50. Plaintiff's first adopted and used the Family of CAMPING WORLD Marks in its market(s) or trade area(s) as a means of establishing goodwill and reputation and to describe, identify, or denominate particular goods and services offered by Plaintiff and to distinguish them from similar goods and services offered by others. As a result, Plaintiff's Family of CAMPING WORLD Marks has acquired secondary meaning.
51. Defendants' acts as complained of herein create a likelihood of confusion and/or a misunderstanding as to the source, sponsorship, or approval of Plaintiff's and Defendants' products in violation of the Illinois Deceptive Trade Practices Act 815 ILCS 510/2.
52. Defendants' acts as complained of herein create a likelihood of confusion or of misunderstanding as to affiliation, connection, or association of Plaintiff and Defendants in violation of the Illinois Deceptive Trade Practices Act 815 ILCS 510/2.
53. Defendants' acts as complained of herein erroneously convey that Defendants' products and services have sponsorship, approval, characteristics, benefits, and/or quantities that they do not have in violation of the Illinois Deceptive Trade Practices Act 815 ILCS 510/2.

54. Defendants' acts as complained of herein represent that Defendants' products and services are of a particular standard and quality, when they are demonstrably of another in violation of the Illinois Deceptive Trade Practices Act 815 ILCS 510/2.
55. By engaging in these deceptive trade practices, Defendants have directed the acts alleged herein to the market generally, thereby directly implicating the consumer protection concerns invoked by the Illinois Deceptive Trade Practices Act 815 ILCS 510/2.
56. Defendants' acts, as alleged herein, constitute a willful violation of and continue to violate the Illinois Deceptive Trade Practices Act 815 ILCS 510/2.
57. The acts complained of herein have caused irreparable harm, damage, and injury to Plaintiff, and Plaintiff has no adequate remedy at law.
58. Plaintiff has suffered and continues to suffer damage to its reputation and goodwill and economic loss directly and proximately caused by Defendants' acts alleged herein.

COUNT V

Unfair Competition under Illinois Common Law

59. Plaintiff repeats and re-alleges the allegations of paragraphs 1 through 58 as if fully set forth herein.
60. Plaintiff enjoys well-established common laws rights in and to the Family of CAMPING WORLD Marks in the state of Illinois, which are superior to any rights that Defendants may claim, and has built significant goodwill in the same.
61. The Family of CAMPING WORLD Marks are inherently distinctive and/or have acquired distinctiveness.
62. Plaintiff first adopted and used the CAMPING WORLD Mark in its market(s) or trade area(s) as a means of establishing goodwill and reputation and to describe, identify, or

denominate particular goods and services offered by Plaintiff and to distinguish them from similar goods offered by others. As a result, Plaintiff's Family of CAMPING WORLD Marks has acquired secondary meaning.

63. Defendants have engaged in and are currently engaging in the unauthorized use of one or more of the Family of CAMPING WORLD Marks, in connection with the sale of its goods and services, and such unauthorized use is likely to cause and/or has caused confusion or mistake as to the source, affiliation, connection, or association of Defendants' goods and services in that consumers thereof are likely to erroneously associate or have associated such goods and services as originating with Plaintiff, all to the detriment of Plaintiff.

64. Defendants' acts complained of herein constitute unfair competition under the laws of the state of Illinois.

65. Defendants have been unjustly enriched and have damaged Plaintiff's business, reputation, and goodwill.

66. Defendants' acts, as complained of herein, have caused irreparable injury and damage to Plaintiff and, unless restrained, will continue to do so.

67. Plaintiff has no adequate remedy at law.

68. Plaintiff has suffered and continues to suffer damage to its reputation and goodwill and economic loss directly and proximately caused by Defendants' actions alleged herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment against Customer 0150884466 and Doe Defendants and grant the following relief:

- A. Find that Customer 0150884466 and Doe Defendants willfully violated Sections 32(1), 43(a), 43(c), 43(d), and 1114 of the Lanham Act, 15 U.S.C. §1051 *et seq.*;
- B. Find that Customer 0150884466 and Doe Defendants committed willful acts of unfair competition, and deceptive acts and practices in violation of the Illinois Deceptive Trade Practices Act, 815 ILCS 510/2;
- C. Find Customer 0150884466 and Doe Defendants liable for acts of trademark infringement and unfair competition in violation of Illinois State common law;
- D. Enter a temporary restraining order, and preliminarily and permanently enjoin Customer 0150884466 and Doe Defendants as well as any officers, agents, servants, employees, and attorneys, and all persons in active concert or participation with Customer 0150884466 and Doe Defendants, from use of the CAMPING WORLD Mark or any other colorable imitation of any of the Family of CAMPING WORLD Marks in any advertisement, promotion, offer for sale, or sale of any goods or services that are sufficiently similar to those offered by Plaintiff such that confusion is likely;
- E. Pursuant to 15 U.S.C. §1118, order Customer 0150884466 and Doe Defendants to remove the infringing website located at the URL www.campingworld.store and all content related to all products, services, advertisements, promotions, and all other matter in custody or under the control of Customer 0150884466 and Doe Defendants that bear any of the Family of CAMPING WORLD Marks or any other mark that is likely to be confused with the Family of CAMPING WORLD Marks;

- F. Transfer ownership in the domain name campingworld.store to Plaintiff;
- G. Order an award to Plaintiff of all actual damages and an accounting of any gains, profits, and advantages derived by Customer 0150884466 and Doe Defendants resulting from the infringing acts complained of herein;
- H. Order an award of three times the amount of Plaintiff's damages or Customer 0150884466 and Doe Defendants' profits, whichever is greater;
- I. Order an award to Plaintiff of all pre-judgment and post-judgment interest to the extent allowed by law;
- J. Pursuant to 15 U.S.C. §1116, order Customer 0150884466 and Doe Defendants to file with this Court and serve on Plaintiff within thirty (30) days after issuance of an Order, a report in writing and under oath setting forth in detail the manner and form in which Customer 0150884466 and Doe Defendants have complied with the Order;
- K. Award Plaintiff all of its costs, disbursements, and reasonable attorneys' fees due to the exceptional nature of the case pursuant to 15 U.S.C. §1117; and
- L. Award Plaintiff other such relief, in law or in equity, as this Court deems appropriate.

Plaintiff hereby demands trial by jury on all issues.

Dated: April 5, 2018

Respectfully submitted,

/s/ Jeffrey T. Norberg
Richard B. Biagi, Esq.
Illinois Bar No. 6274572
Jeffrey T. Norberg, Esq.
Illinois Bar No. 6315012
NEAL & McDEVITT, LLC
1776 Ash Street
Northfield, Illinois 60093
Telephone: (847) 441-9100
Facsimile: (847) 441-0911